

INTEGRATION SCHEDULE

Introducer Terms



This Integration Schedule only applies if the Order Form shows that the Introducer has been appointed as an Integrated Introducer on behalf of GBG to provide the Service through the Integrated Introducer's Platform to the End User. If so, these conditions will apply, in addition to the Introducer Terms. In the case of any conflict with the Introducer Terms, this Integration Schedule shall take precedence. Any definition not provided in this Integration Schedule shall have the same meaning as set out elsewhere in the Agreement.

1. DEFINITIONS

1.1 The following definitions apply to this Integration Schedule:

"Current Version" means the latest Version or Versions of the Service.

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, End User Data or Supplier Data, (as may be applicable in the context) transmitted, stored or otherwise processed.

"Discontinued Version" means a Version or Versions of the Service that will be retired as part of GBG's ongoing product lifecycle management programme.

"End User" means, for the purposes of the Integration Schedule, each end user licensed by GBG to use the Service via the Integrated Introducer's Platform.

"End User Data" means any data belonging to an End User (which may include personal data) provided by the Integrated Introducer to GBG on behalf of the End User for processing in accordance with the terms of the Agreement.

"Introducer Terms" means the general terms of the Agreement.

"Password(s)" means the password(s) provided from time to time by GBG to the Integrated Introducer with regard to the Service.

"Pilot Site" means access to the Service via a temporary link to the Web Service Interface for the sole purpose of enabling the Integrated Introducer to carry out development work and testing of any integration solution.

"Platform" means the technology that the Integrated Introducer uses to integrate the Service.

"Professional Services" means the professional services as indicated on the Order Form (if applicable) and provided by GBG in accordance with any applicable terms set out in the relevant product pages specific to the Service.

"Results" means any information provided to the Integrated Introducer by GBG including the results of any enquiry or search, reports, certificates or management information relating to the Integrated Introducer's or End User's use of the Service. This may where relevant include Supplier Data.

"Service" means, for the purposes of the Integration Schedule, the Service or, where appropriate, the Service provided by GBG to the Integrated Introducer to provide to the End User through the Platform.

"Supplier" means a third-party supplier that provides data to GBG for use within GBG's Services.

"Supplier Data" means any data provided to GBG by its Suppliers and used within the Services, including where relevant any personal data.

"Supported Version" means the Current Version and previous Version or Versions of the Service that continue to be supported by GBG (details of such Versions available on written request).

"Update" means any improvements, updates, variations, modifications, alterations, additions, error connections, bug-fixes, enhancements, functional changes or other changes to the Service that do not constitute an Upgrade.

"Upgrade" means a new release of the Service that constitutes a significant change, for example, a release of a new Version that introduces new features and/or additional functionality. An upgrade can also refer to a product change that requires the End User or Integrated Introducer to migrate across from one Version of the Service, to a new or alternative GBG product that has the same general function and purpose but enhanced or upgraded features.

"Username(s)" means the username(s) provided from time to time by GBG to the Integrated Introducer to enable the Integrated Introducer to perform its obligations and exercise its rights under the Agreement.

"Version" means a particular release of the Service as indicated by its version number. Version numbers are used to distinguish each new release of the Service from the previous versions, all of which have the same general function but may have been improved, upgraded or customised as part of an Update or Upgrade.

"Web-Service Interface" means a web service interface which is the programmatic interface through which data is passed by the End User to the Service and or the Service passes data to the End User.



- 1.2 The headings in this Integration Schedule do not affect its interpretation.
- 1.3 References to clauses, sections and appendices are to clauses, sections and appendices of this Integration Schedule or where specified the Introducer Terms.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to "writing" or "written" does not include electronic mail or facsimiles.

2 TERM OF THE INTEGRATION SCHEDULE

- 2.1 This Integration Schedule will start on the Contract Start Date and continue for the Initial Term and thereafter until the Introducer Agreement is terminated in accordance with clause 12 of the Introducer Terms unless GBG revokes the appointment of an Introducer as an Integrated Introducer earlier in accordance with clause 3.5 of this Integration Schedule.

3 APPOINTMENT AS INTEGRATED INTRODUCER

- 3.1 GBG appoints the Integrated Introducer on a non-exclusive basis, subject to the terms and conditions of this Agreement, to act as its Integrated Introducer within the Territory with authority to provide the Service to the End User through its Platform.
- 3.2 Where specified in the Order Form, GBG will provide Professional Services to support the Integrated Introducer with the integration of the Service with the Platform in accordance with any applicable terms set out on the relevant product pages specific to the Service.
- 3.3 GBG grants to the Integrated Introducer a non-exclusive, royalty free, non-transferable licence, on and subject to the terms of the Agreement, to access and use the Service to perform its obligations under the Agreement on behalf of GBG.
- 3.4 The Integrated Introducer shall have no rights to access and/or use the Service other than as specified in this clause 3 without the prior written consent of GBG.
- 3.5 GBG may revoke the appointment of an Introducer as an Integrated Introducer at any time on providing the Integrated Introducer with no less than ninety (90) days written notice of its intention to do so, to take effect on the expiry of the Initial Term (or an anniversary of the Initial Term). Termination of this Integration Schedule shall not affect the continuance in force of the Agreement or any of the provisions of the Introducer Terms.
- 3.6 The Integrated Introducer acknowledges and accepts that GBG shall have no liability or responsibility for the provision of the Platform and/or the End User's use of the Platform and that the Integrated Introducer is solely responsible for ensuring it has an appropriate contractual agreement in place with the End User to govern the integration with and use of the Platform.
- 3.7 The Integrated introducer acknowledges that GBG will enter into an End User Agreement (with the End User) for receipt of the Service via the Integrated Introducers Platform which provides that all charges payable by the End User for use of the Service are paid directly to the GBG Billing Entity.

4 OBLIGATIONS OF THE INTEGRATED INTRODUCER

- 4.1 The Integrated Introducer shall comply with all reasonable and lawful instructions provided by GBG from time to time concerning the performance by the Integrated Introducer of its obligations under this Integration Schedule and the Introducer Terms
- 4.2 The Integrated Introducer shall perform its duties under the Agreement at its own expense. GBG shall not accept any claim for expenses incurred by the Integrated Introducer in performance of its duties except where expressly agreed to in writing by GBG prior to such expenses being incurred and on the receipt of appropriate documentation evidencing such expenses to the reasonable satisfaction of GBG.
- 4.3 The Integrated Introducer shall not make any written statement in relation to the Service without the prior written approval of GBG.
- 4.4 The Integrated Introducer acknowledges and accepts that it has no authority to commit GBG to enter into any contractual arrangement with any person or End User in relation to the Service or otherwise and has no authority to enter into any such contractual arrangements on behalf of or in the name of GBG.
- 4.5 The Integrated Introducer agrees at all times during the term of the Agreement:
 - (a) to be responsible for the provision of the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service;
 - (b) to be responsible for the configuration and management of its access to the Service including the configuration of its network, firewall, DNS, routers and personal computers;
 - (c) to keep all Usernames and Passwords confidential and secure and not to disclose the same (or permit them to be disclosed) to any other person, except to those of its employees who have a need to know the same and are directly engaged in the performance of the Agreement;
 - (d) to change any Password and/or Username whenever required to do so by GBG and to take all such measures and implement all such procedures and safeguards as would reasonably be expected of a prudent user of a service such as the Service;

- (e) to notify GBG immediately in the event of any failure in security or breach of the Agreement which will or may result in a Username and/or Password coming into the possession and knowledge of an unauthorised person;
- (f) to comply with all reasonable and lawful instructions of GBG from time to time concerning access to the Service;
- (g) that the Platform or any software, equipment, and materials that the Integrated Introducer uses with the Services: (i) are connected and used in accordance with any security procedures specified by GBG and (ii) are technically compatible with the Service and meet the minimum technical specifications specified by GBG.

5 SECURITY

- 5.1 The Integrated Introducer is responsible for the security and proper use of all user identities (“**User ID(s)**”) and passwords that are provided to the Integrated Introducer in connection with the Service (including changing passwords on a regular basis).
- 5.2 The Integrated Introducer shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. For the avoidance of doubt, the Integrated Introducer will be responsible for all use of the Service where its User ID has been used to access the Service.
- 5.3 The Integrated Introducer must immediately inform GBG if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 5.4 GBG reserves the right to suspend User ID and password access to the Service if at any time GBG reasonably considers that there is or is likely to be a breach of security or misuse of the Service and/or to require the Integrated Introducer to change any or all of the Passwords used by the Integrated Introducer in connection with the Service.

6 RECORDS

- 6.1 The Integrated Introducer shall keep or cause to be kept full and accurate records in connection with the performance of its obligations under this Integration Schedule.
- 6.2 All records will, at all times, remain the property of GBG and the Integrated Introducer agrees that it will not use records for any purpose other than to comply with its obligations under this Integration Schedule.
- 6.3 The Integrated Introducer will be responsible for the storage of records in its control and in addition to the obligations set out at clause 7 (Data Protection), will ensure at all times that it has appropriate technical and organisational measures in place to protect any records processed by it against unauthorised or unlawful processing and against accidental loss, destruction, or damage.
- 6.4 The Integrated Introducer shall allow GBG to audit it and any records it holds in accordance with the terms of the audit right at clause 10 of this Integration Schedule.

7 DATA PROTECTION

- 7.1 Both Parties warrant that they will comply with their respective obligations under Applicable Data Privacy Laws and the terms of the Agreement.
- 7.2 It is acknowledged and agreed that both GBG and the Integrated Introducer will each enter into a written contract with the End User which documents (without limitation) the applicable roles and responsibilities, rights, obligations and remedies of the parties in respect of personal data and privacy in compliance with Applicable Data Privacy Laws.
- 7.3 It is acknowledged that GBG acts as independent controller in respect of the End User Data and Supplier Data in order to provide the Services.
- 7.4 To the extent that the Integrated Introducer is appointed by the End User as its authorised processor, the Integrated Introducer represents, warrants and undertakes that the written contract between it and the End User shall appoint the Integrated Introducer in writing as the End User’s authorised processor, in accordance with Applicable Data Privacy Laws, for the receipt and transfer of End User Data to GBG.
- 7.5 Security. Each Party shall implement and maintain appropriate technical and organisational measures to protect any personal data in the End User Data or Supplier Data from a Data Breach. Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:
 - (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and/or

(d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

7.6 Mutual Assistance. Each Party shall provide reasonable assistance to the other Party as may be required in order to enable the other Party to perform its responsibilities pursuant to the Agreement and Applicable Data Privacy Laws. In particular (and without limitation) in relation to data impact assessments if required, making available to the other Party all information necessary to demonstrate compliance with its obligations under Applicable Data Privacy Laws and to allow for and contribute to audits (including inspections conducted by the End User or another auditor mandated by the End User) and assist the other Party in the event of any investigations following allegations of misappropriation of data, security breaches, or other abuses to the Service by an End User and facilitate the cooperation of such investigations or enquiries

8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Integrated Introducer acknowledges that all Intellectual Property Rights in the Service and the Results belong and shall continue to belong to GBG and/or its Suppliers. GBG grants a non-exclusive, non-transferable, revocable licence to the Integrated Introducer to access the Service and Results in accordance with the terms of the Agreement.

8.2 If any third party makes or threatens to make a claim against GBG, the Integrated Introducer or a Supplier, that access to the Service and/or Results or part thereof in accordance with the Agreement infringes any third party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:

- (a) suspend any part of the Service that is subject to the infringement claim made by the third party;
- (b) modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service; or
- (c) terminate the Agreement upon written notice to the Integrated Introducer.

8.3 GBG will indemnify the Integrated Introducer against all liabilities, costs, expenses, damages and losses incurred by the Integrated Introducer as a direct result of any third party instituting any legal or court action against the Integrated Introducer that, the Integrated Introducer's use of the Service and/or Results in accordance with the terms of the Agreement infringes that third party's Intellectual Property Rights (a "Claim"), provided that the Integrated Introducer:

- (a) notifies GBG promptly and in any event within 5 Business Days in writing of any Claim;
- (b) makes no admission or compromise relating to the Claim or otherwise prejudice's GBG's defence of such Claim;
- (c) allows GBG to conduct all negotiations and proceedings in relation to the Claim;
- (d) gives GBG all reasonable assistance in doing so (GBG will pay the Integrated Introducer's reasonable expenses for such assistance) and;
- (e) takes all reasonable steps to mitigate its losses.

8.4 GBG shall not be obliged to meet any Claim under the indemnity at clause 8.3 arising as a result of the use of the Service and / or Results in breach of the Integrated Introducer's warranty at clause 8.5, or in respect of Claims caused by designs, specifications or instructions made by the Integrated Introducer, or on the Integrated Introducer's behalf or use of the Platform.

8.5 The Integrated Introducer warrants that:

- (a) it will not use or exploit the Intellectual Property Rights in the Service or Results or permit others to use or exploit the Intellectual Property Rights in the Service or Results outside of the terms of the licence granted to the Integrated Introducer under the Agreement;
- (b) its use of the Service through any software, equipment, materials and/or services not provided by GBG will not infringe the rights of any third party;
- (c) GBG's compliance with any designs, specifications or instructions provided by the Integrated Introducer, or on the Integrated Introducer's behalf will not infringe the rights of any third party;
- (d) the combining of the Service (whether by or on behalf of the Integrated Introducer or the End User) with the Platform, software, equipment, materials and/or services not supplied by GBG shall not infringe a third party's Intellectual Property Rights;
- (e) any modifications made to the Service by or on behalf of the Integrated Introducer shall not infringe a third party's Intellectual Property Rights;
- (f) all computers and / or IT systems which GBG are required to use to access or modify as part of the Service are legally licenced to the Integrated Introducer or are the property of the Integrated Introducer and such activities by GBG will not infringe the rights of any third party.

8.6 The Integrated Introducer will indemnify GBG against all liabilities, costs, expenses, damages and losses incurred by GBG as a direct result of any third party making or threatening to make a claim against GBG arising directly or indirectly from a breach by the Integrated Introducer of the warranties set out at clause 8.5 ("Integrated Introducer Claim"), provided that GBG:

- (a) notifies the Integrated Introducer promptly in writing of any such Integrated Introducer Claim and in any event within 5 Business Days in writing;
- (b) makes no admission or compromise relating to the Integrated Introducer Claim or otherwise prejudices the Integrated Introducers defence of such Integrated Introducer Claim;
- (c) allows the Integrated Introducer to conduct all negotiations and proceedings in relation to the Integrated Introducer Claim;
- (d) gives the Integrated Introducer reasonable assistance in doing so (the Integrated Introducer will pay GBG's reasonable expenses for such assistance), and
- (e) takes all reasonable steps to mitigate its losses.

9 LIABILITY

9.1 Due to GBG's reliance on its Suppliers, and telecommunication services, over which GBG has no direct control, GBG cannot warrant:

- (a) the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Service or Results;
- (b) that the use of the Service will meet the Integrated Introducer's business requirements and the Integrated Introducer accepts that the Service was not designed or produced to its individual requirements and that it was responsible for its selection.

Consequently, the Integrated Introducer agrees that except as expressly set out in the Agreement, all warranties, conditions and other terms relating to the Service and the Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.

9.2 The Integrated Introducer acknowledges and accepts that GBG excludes all warranties and liabilities in respect of the relationship between the Integrated Introducer and End User.

10 AUDIT INSPECTIONS AND RECORDS

10.1 The Integrated Introducer shall make available to GBG all information necessary to demonstrate compliance with its obligations under this Agreement. Further, the Integrated Introducer shall permit GBG (or its appointed third-party auditors or if applicable Suppliers or the appointed third-party auditors of such Suppliers together "Third Party Auditors") to audit the Integrated Introducer's compliance with the Agreement and shall make available to GBG (or its Third-Party Auditors) all information, systems and staff necessary for GBG (or its Third-Party Auditors) to conduct such audit.

10.2 The Integrated Introducer acknowledges that GBG or its Third-Party Auditors may enter its premises for the purposes of conducting an audit providing it gives prior reasonable notice of its intention to audit and conducts the audit during normal business hours and takes reasonable measures to prevent unnecessary disruption to the Integrated Introducer's operations, subject to clause 10.3.

10.3 GBG will not exercise this audit right more than once in any twelve (12) calendar month period except if and when required by the instruction of a competent data protection authority or if GBG believes a further audit is required due to a material breach of the Agreement.

10.4 If an audit undertaken in accordance with this clause 10 identifies a breach of the Agreement, then without prejudice to any rights or remedies GBG may have, the Integrated Introducer shall take all necessary steps to comply with its obligations at no additional cost to GBG, and if the breach is material, the Integrated Introducer shall reimburse GBG's reasonable costs associated with the audit.

10.5 The provisions of this clause 10 shall survive termination or expiry of the Agreement for: (i) a period of six (6) months for all general provisions under the Agreement; and (ii) indefinitely for the purposes of verifying the Integrated Introducer's compliance with a clause of the Agreement that survives termination, its obligations on termination or expiry of the Agreement, or where GBG reasonably suspects the Integrated Introducer to have breached the Agreement during its term.

11 UPDATES AND UPGRADES

11.1 As part of GBG's ongoing product lifecycle management programme, GBG will, from time to time, carry out Updates to the Service. In such circumstances where:

- (a) the Update is made automatically to the live Service without the need for action on the part of the End User or Integrated Introducer, GBG shall notify the End User or Integrated Introducer of such Updates via its Service Status Page available at gbgstatus.com;
- (b) the End User or Integrated Introducer is required to take steps to install the Update and/or transition to the latest Version of the Service, GBG will inform the End User or Integrated Introducer in writing of such Update and advise them of the steps they need to take. Depending on the action required, it will be the responsibility of the End User or Integrated Introducer (as applicable) to carry out the necessary steps detailed in the notice as soon as reasonably possible.

11.2 After releasing a new Version of the Service that requires installation by the End User or Integrated Introducer, GBG will continue to support the previous Version or Versions of the product for a reasonable period of time

to allow the End User or Integrated Introducer to transition to the Current Version. Details of the Supported Versions of the Service will be provided the End User or Integrated Introducer on reasonable request.

- 11.3 The cost of Updates to the Service may included in any Charges relating to the provisions of Professional Services payable by the End User or Integrated Introducer (as applicable and as set out in the Order Form). If additional Professional Services are required by the End User or Integrated Introducer in connection with an Update, GBG reserves the right to quote for such support separately.
- 11.4 From time to time, GBG may release Upgrades to the Service. Unless otherwise agreed in writing, the End User or Integrated Introducer shall not be entitled to receive Upgrades under this Agreement. Consequently, it is acknowledged and accepted that to receive the benefit of an Upgrade the End User or Integrated Introducer may be required to pay additional Charges for additional professional services and/or sign up to new terms and conditions.
- 11.5 Where GBG is no longer able to support a Version of the Service, GBG shall provide the End User or Integrated Introducer with reasonable prior notice of its intention to withdraw support for the Discontinued Version. Such notice shall include details of:
- (a) the date on which the Discontinued Version will cease to be available to the End User or Integrated Introducer;
 - (b) the action required by the End User or Integrated Introducer to implement, install, integrate, or move to the Current Version of the Service as part of an Update or Upgrade; and
 - (c) the support available from GBG to assist the End User or Integrated Introducer with the transition to the Current Version as part of any Update or Upgrade.
- 11.6 If the End User or Integrated Introducer fails to transition to the Current Version of the Service within the specified time period in accordance with clause 11.5 above, GBG may, at its sole discretion from the date specified on the notice given in accordance with clause 11.5:
- (a) cease to provide any support services to the End User or Integrated Introducer in relation to the Discontinued Version; or
 - (b) terminate the Agreement.

12 PILOT SITE

- 12.1 Upon request the Pilot Site will be provided for an unlimited period of time.
- 12.2 Access to the Pilot Site shall be allowed, at the discretion of GBG, without Charge up to an agreed figure ("Monthly Pilot Volume") provided that: (a) the Service is not being used for any productive or commercial purpose; (b) the Service is only being used to enable the Integrated Introducer to carry out development work and testing of any integration solution. For the avoidance of doubt any usage in excess of the Monthly Pilot Volume will be charged in accordance with the Charges outlined on the Order Form.
- 12.3 The Integrated Introducer shall not make available the Pilot Site or any information derived by use of, reference to, or comparison with the Pilot Site to any person, or use of any of the same other than solely for the purpose of trialling the Service; nor shall the Integrated Introducer use the Pilot Site in the provision of any services to any other individual or organisation for gain or otherwise unless such use is specifically authorised in writing by GBG.
- 12.4 The technical specification and operation of the Pilot Site and the service levels, response times, support or maintenance provided in relation to the Pilot Site shall be at GBG's discretion.